



PATENT  
0142 0317P

IN THE U.S. PATENT AND TRADEMARK OFFICE

Applicant: HICKS, Dennis W. et al. Conf.:  
Appl. No.: 09/175,905 Group: UNKNOWN  
Filed: October 20, 1998 Examiner: UNKNOWN  
For: NETWORK DOCUMENT DELIVERY SYSTEM

REVOCATION OF POWER OF ATTORNEY, SUBSTITUTE POWER  
OF ATTORNEY, AND CHANGE IN CORRESPONDENCE ADDRESS

RECEIVED

MAR 27 2002

Assistant Commissioner for Patents  
Washington, DC 20231

Technology Center 2100

Sir:

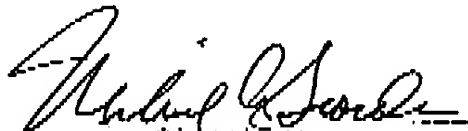
The Assignee of the above-identified patent application or issued patent, OCE-USA INC. having a business office at 5450 North Cumberland, Chicago, Illinois, 60656, United States of America, as evidenced by the enclosed Certificate Under 37 C.F.R. § 3.73(b) showing chain of title, hereby revokes any and all previous powers of attorney for the above-identified patent application or issued patent, and hereby appoints the practitioners at CUSTOMER NO. 2292 (Birch, Stewart, Kolasch & Birch, LLP) as the attorneys of the Assignee to receive all correspondence relating to the above-identified application or patent and to transact all business in the United States Patent and Trademark Office connected therewith, with full power of substitution and revocation, and the Assignee ratifies any act done by the Assignee's attorneys in respect of this patent. The new correspondence address is:

BIRCH, STEWART, KOLASCH & BIRCH, LLP or Customer No. 2292  
P.O. Box 747  
Falls Church, VA 22040-0747

The undersigned (whose title is supplied below) is empowered to sign this Revocation and Substitute Power of Attorney on behalf of the Assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

3/19/2002  
Date

  
Signature

**Michael A. Scordino**

Typed or printed name

**Vice President & General Counsel**

Title

Enclosure: Certificate Under 37 C.F.R. § 3.73(b)  
showing chain of title.

(REV. 1/7/02)



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CERTIFICATE UNDER 37 C.F.R. § 3.73(b)  
SHOWING CHAIN OF TITLE

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

OCE-USA INC. (*Insert name of Assignee*), a corporation (*Insert type of Assignee, e.g., corp., university, government agency, etc.*) certifies that it is the assignee of the patent application or issued patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application or issued patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

- OR -

B. ☒ A chain of title from the inventor(s), of the patent application or issued patent identified above, to the current assignee as shown below:

1. From: Dennis W. HICKS, Richard NEWMAN, Gary JOHNSON, Lisa O'TOOLE, David RAY, Chris CYLLENSKOG, Steven C. JOHNSON, Matt STEPHENSON, Frank HARTMANN, Ray ASBURY, and Eric LUTTMANN

To: Spur Products

The document was recorded in the Patent and Trademark Office at Reel 9829, Frame 0786, or for which a copy thereof is attached.

2. From: Spur Products  
To: OCE USA INC.  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_  
To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are attached.
- ☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application or issued patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

3/19/2002  
Date

  
Signature

Michael A. Scordino  
Typed or printed name

Vice President & General Counsel  
Title



Westpark Corporate Center  
8288 West Emerald Street  
Boling, Idaho 83704  
TEL: 208-377-0001  
FAX: 208-377-0000



October 19, 1999

Océ-USA Inc.  
3430 North Cumberland  
Chicago, Illinois 60656  
Attn: Erik van Duzen

Re: Transfer of Patent Rights

Dear Erik:

This Letter Agreement is intended to provide for the transfer of certain patent application rights from Spur Products Corp.'s ("Spur") to Océ-USA, Inc. ("Océ"). These patent application rights ("Patent Rights") relate to a Network Document Delivery System ("Technology"), formerly embodied in Spur's OutPost product and now exclusively licensed to Océ-USA and marketed as the Océ Office Race product. In this letter, (i) Océ and Spur are sometimes called the "Parties" and (ii) Spur's transfer of, and potential re-purchase of, the Patent Rights is sometimes called the "Transaction".

The Parties wish to conclude this Transaction due to the imminent international patent application filing deadline for the Technology. On October 20, 1998 Spur filed patent application 09/173,903 with the United States Patent and Trademark Office. Thereafter, Spur and Océ entered into an exclusive Software License and Transfer Agreement dated May 17, 1999 (the "Software Agreement"). In exchange for a minimum license fee payment obligation, the Software Agreement provided Océ with the exclusive, worldwide right to license the Technology. Further, Océ was granted the right to acquire all rights to the Technology upon payment of the minimum license fee payment and Océ's election. It is, therefore, in Océ's ultimate interest to proceed with international patent protection for the Technology.

In recognition of Océ's rights and interests, Spur is willing to transfer all Patent Rights in the Technology prior to the actual transfer of Technology ownership so that Océ can seek international patent protection for the Technology. Therefore, in reliance upon Océ's payment of outstanding consideration provided for in the Software Agreement (i.e. license fees), Spur hereby transfers all rights to patent application 09/173,903 to Océ. In the event Océ does not purchase the Technology on or before May 17, 2001 as provided in the Software Agreement, then Spur shall have the exclusive retained right to re-purchase the Patent Rights, including any additional rights obtained through the filing of an international patent application, from Océ or its assignee for the sum of One Dollar (\$1.00). Furthermore, Spur acknowledges and grants Océ the right to transfer the Patent Rights obtained in this Transaction to Océ-Technologies B.V., Venlo, Netherlands.

This Letter Agreement is the sole document that defines the understanding between the parties on the transfer of Patent Rights. This Letter Agreement supersedes all other oral or written agreements, understandings, representations and warranties, courses of conduct and dealing between the parties related to the transfer of Patent Rights and may be amended or modified only by a writing executed by all of the parties. This Letter Agreement, and any disputes arising from or related hereto, is governed by and construed under the laws of the State of Idaho without regard to conflicts of laws principles. This Letter Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Letter Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

If you are in agreement with the foregoing, please sign and return one copy of this Letter Agreement, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

SPUR PRODUCTS CORP.

By: [Signature]

Title: PRESIDENT

Date: Oct. 12, 1955

OCE-USA, INC.

By: [Signature]

Title: VP Technology

Date: 10/19/99